

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

No. 14
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SEP 27 2003

TO LEASE NO. GS-11B-80561

ADDRESS OF PREMISES

**Executive Plaza, North and South
6130 & 6120 Executive Boulevard, Rockville, MD 20852**

THIS AGREEMENT, made and entered into this date by and between:

EXEC PLAZA LLC, a Delaware limited liability company,

whose address is:

Exec Plaza LLC
By Exec Plaza Holdings, LLC
C/o Rockwood Capital Corporation
325 Greenwich Avenue, 3rd Floor
Greenwich, Connecticut 06830

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended effective May 1, 2003, as follows:

This Supplemental Lease Agreement is to amend Paragraph 12 of Rider I regarding Parking.

12. Parking:

a) Rate: Annual Escalation. Effective May 1, 2003, Lessor shall provide the Government 1,105 parking spaces for the balance of the Lease Term (ending on and including September 30, 2009), payable at a rate of \$81 per space per month or \$89,505 per month (1,105 space x \$81/space/month = \$89,505/month), in arrears, subject to a 2 1/2% annual escalation beginning January 1, 2004 (and adjusted each subsequent January 1 of the Lease Term), as set forth in the spreadsheet on page 2. This charge for parking spaces shall continue to be in addition to the annual rent set forth in paragraph 3 of the SF-2.

b) Number of Spaces. The parties have counted the number of spaces at the Premises and concur that the count of the number of spaces exclusively reserved for the Government is 1,105.

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WHEREOF, the parties subscribed their names as of the above date.

LESSOR  a Delaware limited liability company, By Exec Plaza Holdings, LLC

BY _____


Vice President / Secretary
(Title)

IN THE PRESENCE OF (witnessed by:)



325 Greenwich Ave, Greenwich CT
(Address)

UNITED STATES OF AMERICA



CONTRACTING OFFICER

(Signature)

(Official Title)

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c) Retroactive Payment. Lessor and Government have negotiated and agree that the rate for parking for the period beginning October 1, 2001 and ending on and including April 30, 2003 was (is) \$71 per space per month. The Government has been paying \$61 per space per month. Consequently, in order to compensate the Lessor for the adjustment, the Government shall make a one-time payment ("Retroactive Payment") in the amount of \$209,950, which payment shall be made within ninety (90) days of the execution of this agreement. This retroactive payment is calculated as follows: 1,105 spaces times \$10/space/month (the differential in the amount the Government has been paying and the "agreed upon rate" of \$71 is equal to $\$71 - \$61 = \$10/\text{space}/\text{month}$) times 19 months (19 months from 10/1/2001 through 4/30/2003) equals (=) \$209,950. All interest related to this action is hereby waived.

d) Schedule of Parking Charges to Reflect Annual Escalation.

Schedule of Parking Charges					
<u>Starting date</u>	<u>Ending date</u>	<u>Parking Charge/Space/Month</u>	<u># Spaces</u>	<u>Total/Month</u>	
01-May-03	31-Dec-03	\$81.00	1,105	\$89,505.00	
01-Jan-04	31-Dec-04	\$83.03	1,105	\$91,742.63 ✓	
01-Jan-05	31-Dec-05	\$85.10	1,105	\$94,036.19 ✓	
01-Jan-06	31-Dec-06	\$87.23	1,105	\$96,387.10	
01-Jan-07	31-Dec-07	\$89.41	1,105	\$98,796.77	
01-Jan-08	31-Dec-08	\$91.64	1,105	\$101,266.69	
01-Jan-09	30-Sep-09	\$93.94	1,105	\$103,798.36	

e) Subsequent Changes in the Number of Spaces. In the event of a future decrease in the number of Spaces, Lessor shall provide the Government Notice of said decrease and the opportunity to count the Spaces. As a consequence of any future reduction the monthly charge for Parking shall be re-calculated based on the then current rate times the number of spaces. (For example, by way of illustration and not of limitation, if on April 1, 2006 the parking lot is re-configured or re-surfaced and the number of spaces reduced to 1,000, the monthly rent would then be \$87,230 for the period of April 1, 2006 through April 30, 2006 (1,000 spaces x \$87.23/space/month = \$87,230) and would be adjusted for all future periods in accordance with the number of spaces times the monthly rent per space as set forth in the table above.)

2. Waiver of Claims for Additional Adjustments.

Lessor and Government acknowledge that there may have been past inconsistencies in the number of spaces required under the lease and paid for by the Government and the actual number of spaces provided by Lessor; however, Lessor and the Government wish to resolve all outstanding issues as they relate to parking and settle all claims. In consideration thereof, Lessor and the Government agree that there shall be no other adjustment(s) for parking charges prior to May 1, 2003. Lessor and the Government hereby knowingly and freely waive any and all claims for credits, additional charges and/or additional adjustments for parking charges prior to May 1, 2003.

3. Miscellaneous.

This document shall not be construed as a waiver of any rights, benefits, or interests that the Government has under the Lease, except as expressly set forth herein. This document will not constitute a payment obligation until the date of execution by the Government. As a result, no monies whatsoever are due under this agreement until no earlier than forty-five days after the date of execution.

All other terms and conditions of the Lease shall remain in force and effect.

Lessor: WPS Government: W